

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zywave, Inc.		11/26/2013	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3819037	AGENCYFUEL	
Registration Number:	4341613	BROKER BRIEFCASE	
Registration Number:	2659808	DECISION MASTER	
Registration Number:	4267174	HRCONNECTION	
Registration Number:	2571896	MYWAVE	
Registration Number:	3604912	MYWAVE ELEMENTS	
Registration Number:	3194103	MYWAVEHR	
Registration Number:	3208309	MYWAVEOSHA	
Registration Number:	3194107	MYWAVEPORTAL	
Registration Number:	3194102	MYWAVERM	
Registration Number:	3328119	PLANADVISOR	
Registration Number:	2865680	RALLE	
Registration Number:	3803788	SALESPULSE	
Registration Number:	3266398	ZYPAL	

Registration Number:	2471937	ZYWAVE
Registration Number:	3685459	CHWCE CHARTERED WORKCOMP EXECUTIVE
Registration Number:	4293608	METADATA MANAGER
Registration Number:	2245569	MODMASTER
Registration Number:	3324645	WORKCOMPEDGE
Registration Number:	3685605	WORKCOMPWISDOM
Serial Number:	85956933	DECISION MASTER
Serial Number:	86109600	ELEMENTS CONNECT
Serial Number:	85956915	MODMASTER
Serial Number:	85956887	MYWAVE
Serial Number:	85956875	MYWAVE ELEMENTS
Serial Number:	85956901	RALLE
Serial Number:	85962415	ZYWAVE

#### CORRESPONDENCE DATA

Fax Number: 2129692900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70097-008
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	11/27/2013

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2013, is made by Zywave, Inc., a Wisconsin corporation, with its place of business located at 10700 West Research Drive, Milwaukee, Wisconsin 53226 ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 26, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Brewer Holdings Corp., a Delaware corporation (as successor-in-interest to Cardinal Buyer, Inc., a Delaware corporation, the "Administrative Borrower"), Zywave, Inc., a Wisconsin corporation (the "Additional Borrower" and together with the Administrative Borrower, the "Borrowers"), Cardinal Parent, Inc., a Delaware corporation ("Holdings"), each other entity that becomes a party thereto and General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below)

WHEREAS, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement dated as of November 26, 2013, in favor of the Agent (amended, restated, supplemented and/or modified from time to time), pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Excluded Property;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ZYWAVE, INC.,**  
as Grantor

By:   
Name: Dana Serrano  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_

Name:

Title: Duly Authorized Signatory

Steven J. Heise  
Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**TO TRADEMARK SECURITY AGREEMENT**

**Trademarks:**

<b>Trademark</b>	<b>Database</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Registrant</b>
AGENCYFUEL	U.S. Federal	3819037	7/13/2010	Registered	Zywave, Inc.
BROKER BRIEFCASE	U.S. Federal	4341613	5/28/2013	Registered	Zywave, Inc.
DECISION MASTER	U.S. Federal	2659808	12/10/2002	Registered	Zywave, Inc.
HRCONNECTION	U.S. Federal	4267174	1/1/2013	Registered	Zywave, Inc.
MYWAVE	U.S. Federal	2571896	5/21/2002	Registered	Zywave, Inc.
MYWAVE ELEMENTS	U.S. Federal	3604912	4/14/2009	Registered	Zywave, Inc.
MYWAVEHR	U.S. Federal	3194103	1/2/2007	Registered	Zywave, Inc.
MYWAVEOSHA	U.S. Federal	3208309	2/13/2007	Registered	Zywave, Inc.
MYWAVEPORTAL	U.S. Federal	3194107	1/2/2007	Registered	Zywave, Inc.
MYWAVERM	U.S. Federal	3194102	1/2/2007	Registered	Zywave, Inc.
PLANADVISOR	U.S. Federal	3328119	10/30/2007	Registered	Zywave, Inc.
RALLE	U.S. Federal	2865680	7/20/2004	Registered	Zywave, Inc.
SALESPULSE	U.S. Federal	3803788	6/15/2010	Registered	Zywave, Inc.

<b>Trademark</b>	<b>Database</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Registrant</b>
ZYPAL	U.S. Federal	3266398	7/17/2007	Registered	Zywave, Inc.
ZYWAVE	U.S. Federal	2471937	7/24/2001	Registered	Zywave, Inc.
BROKER BRIEFCASE	Community Trademarks	10372738	3/28/2012	Registered	Zywave, Inc.
ZYWAVE	Community Trademarks	10372779	4/18/2012	Registered	Zywave, Inc.
CHWCE CHARTERED WORKCOMP EXECUTIVE	U.S. Federal	3685459	9/22/2009	Registered	Specific Software Solutions, LLC
METADATA MANAGER	U.S. Federal	4293608	2/19/2013	Registered	Specific Software Solutions, LLC
MODMASTER	U.S. Federal	2245569	5/18/1999	Registered	Specific Software Solutions, L.L.C.
WORKCOMPEDGE	U.S. Federal	3324645	10/30/2007	Registered	Specific Software Solutions LLC
WORKCOMPWISDOM	U.S. Federal	3685605	9/22/2009	Registered	Specific Software Solutions, LLC

**Trademark Applications:**



<b>Trademark</b>	<b>Database</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Status</b>	<b>Registrant</b>
DECISION MASTER	U.S. Federal	85956933	6/11/2013	Pending	Zywave, Inc.
ELEMENTS CONNECT	U.S. Federal	86109600	11/4/2013	Pending	Zywave, Inc.
MODMASTER	U.S. Federal	85956915	6/11/2013	Pending	Zywave, Inc.
MYWAVE	U.S. Federal	85956887	6/11/2013	Pending	Zywave, Inc.
MYWAVE ELEMENTS	U.S. Federal	85956875	6/11/2013	Pending	Zywave, Inc.
RALLE	U.S. Federal	85956901	6/11/2013	Pending	Zywave, Inc.
ZYWAVE	U.S. Federal	85962415	6/18/2013	Pending	Zywave, Inc.